



Los Angeles County **REGISTRAR-RECORDER/COUNTY CLERK**

DEAN C. LOGAN
Registrar-Recorder/County Clerk

April 17, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

12 April 17, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVAL OF COUNTY PARTICIPATION IN
THE CALIFORNIA ON-LINE VOTER REGISTRATION PROJECT
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

This Board Letter requests approval for the Registrar-Recorder/County Clerk (RR/CC) to accept Fiscal Year 2011-12 Help America Vote Act (HAVA) Section 101 funds under the administration of the Secretary of State for the implementation of the California On-line Voter Registration Project and enter into agreement with the Secretary of State for the receipt and expenditure of such funds.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Registrar-Recorder/County Clerk (RR/CC), or designee, to accept County costs reimbursement in the amount of \$270,873 in funding from the Secretary of State (SOS) for the implementation of the California Online Voter Registration (COVR) Project as required under Senate Bill (SB) 397 (Yee, 2011) (California Elections Code section 2196, as amended). The Secretary of State will reimburse the County with federal funds for work done under contract with Data Management Information Systems.
2. Delegate authority for the RR/CC to negotiate and execute an agreement substantially similar to the State of California Standard Agreement Number 11S52062 (Agreement) (Attachment I) with SOS for the implementation of the COVR.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The project is intended to fulfill the requirements of SB 397. Existing law prohibits any person from being registered as a voter except by affidavit of registration and requires that the affidavit be mailed or delivered to the County elections official. Existing state law requires licensed persons to provide to the Department of Motor Vehicles (DMV) a signature and DMV is required to digitize that signature and forward the digitized signature to the SOS if a person wishes to register to vote.

Under the above-described COVR provisions, the SOS, for each electronic affiant, is required to obtain an electronic copy of the applicant's signature from his or her driver's license or state identification card directly from the DMV. This bill would require the DMV and SOS to develop a process and the infrastructure to allow electronic copies of the applicants' signatures and other required information to be transferred to the SOS and to the County's Election Management System (EMS). This will enable a qualified applicant to register to vote online.

The SOS will, using a grant provided by the Federal Voting Assistance Program (FVAP), create an interactive online voter registration system that will allow eligible Californians with a valid California driver's license or California ID (CDL/ID) to submit a voter registration application online via the SOS Internet web application. The SOS will create all connections and interfaces necessary to validate the CDL/ID submitted by voter registration applicants and capture the digitized signature on file with the DMV. The RR/CC will then accept Help America Vote Act (HAVA) Section 101 funds from the SOS to implement the COVR project through Data Information Management Systems (DIMS).

The County's participation in the COVR Project will require the County's EMS vendor, DIMS, through the County's existing Agreement Number 76010, to develop an interface between the County's EMS and COVR.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan Goal No. 1, Operational Effectiveness by maximizing the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public service.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. The funds from SOS will be passed through RR/CC to the current EMS vendor, DIMS, for their costs to implement the technical aspects of the interface with the SOS. Funding from the SOS will be provided through the HAVA Section 101 funds, which are Federal funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

According to the U.S. Census Bureau, more than 39 percent of eligible Californians, nearly 9 million people, were not registered to vote in 2010. SB 397 is expected to significantly increase voter registration and participation rates throughout California. This move will also lead to costs savings and a substantial reduction in administrative errors. This includes everything from data entry, to spelling errors, and even legibility issues that occasionally happen with ink and paper.

This build will allow Los Angeles County residents the ability to register to vote online for the 2012 November election. The SOS will create an interface with the DMV to match registration information submitted online with DMV records containing an electronic copy of a voter's signature. This will make it easier for residents to register to vote and increase voter participation. Younger voters between the ages of 18-25 are expected to utilize online registration more than any other demographic. Allowing online registration may also increase access for citizens who have access to the Internet but not convenient access to public buildings where voter registration forms are consistently displayed.

The SOS will create all connections and interfaces necessary to validate the CDL/ID submitted by voter registration applicants and capture the digitized signature on file with the DMV. The County will direct all those interested in using the online voter registration system to the SOS website that will contain the web application to register to vote online. Once the SOS has completed the necessary interface with the DMV, DIMS will implement a connection with the SOS to import the online voter registration data, including a digitized signature image and all the required fields needed to register to vote by the County. This will allow the County to assign the person to a voting precinct and perform all other EMS functions that use a registered voter's data, including but not limited to, issuing a ballot, recording whether the voter is a first-time voter, designating the voter as a military or overseas civilian voter, and, later, recording voter history. All counties in California will be required to implement this system modification in order to align with SB 397 legislation.

Upon Board approval, the RR/CC will: 1) execute the agreement with SOS as outlined above, and 2) RR/CC will prepare an amendment to County Agreement Number 76010, under the RR/CC's delegated authority, for DIMS to do the work necessary to complete the interface with the SOS.

The Chief Executive Office and Chief Information Office have reviewed this agreement and recommend approval (CIO Analysis attached). County Counsel has reviewed this Board Letter and this agreement as to form.

CONTRACTING PROCESS

The SOS provided its Standard Form Agreement for County review and acceptance. There was no contracting process. The Agreement is not a Proposition A contract and, therefore, not subject to the Living Wage Program. The County will be required to amend the existing Contract with DIMS for the implementation of this interface. The RR/CC will negotiate and execute an Amendment to the current EMS contract under his delegated authority.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will allow for the integration of a statewide online voter registration system that allows eligible Californians to register to vote or re-register to vote, including modifying an existing registration record, as provided by SB 397.


CONCLUSION

Upon approval of the recommendation, it is requested that the Executive Officer/Clerk of the Board return one original stamped copy of the adopted Board letter to:

The Honorable Board of Supervisors
4/17/2012
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County of Los Angeles Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 7201
Norwalk, CA 90650
Attention: Andrea Little, Manager
Finance and Management Services Division

Respectfully submitted,



DEAN C. LOGAN
Registrar-Recorder/County Clerk

Reviewed By:


RICHARD SANCHEZ
Chief Information Officer

DCL:DM:DS:fp

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

NUMBER:

CA 12-03

DATE:

3/28/2012

SUBJECT:

**APPROVAL OF COUNTY PARTICIPATION IN THE CALIFORNIA ON-LINE
VOTER REGISTRATION (COVR) PROJECT**

RECOMMENDATION:

☒ Approve

☐ Approve with Modification

☐ Disapprove

CONTRACT TYPE:

☐ New Contract

☐ Sole Source

☐ Amendment to Contract #: Enter contract #.

☒ Other: Agreement for the Registrar-Recorder/County Clerk (RR/CC) to accept Help America Vote Act (HAVA) funds for the implementation of the COVR Project.

CONTRACT COMPONENTS:

☐ Software

☐ Hardware

☐ Telecommunications

☒ Professional Services

SUMMARY:

Department Executive Sponsor: Dean C. Logan, Registrar-Recorder County Clerk

Description: Request approval to accept HAVA funds, under the administration of the Secretary of State (SOS), for the implementation of the COVR Project, as required under SB 397, and enter into agreement with the SOS for the receipt and expenditure of such funds.

Contract Amount: \$270,873

Funding Source: Federal funds from SOS

☒ Legislative or Regulatory Mandate

☒ Subvened/Grant Funded: 100%

**Strategic and
business analysis**

PROJECT GOALS AND OBJECTIVES:

Work with the SOS and the County's elections management system vendor, Data Information Management System, LLC (DIMS), to develop the necessary processes and implement system enhancements to provide County residents with the ability to register to vote on-line.

BUSINESS DRIVERS:

The key business drivers for this project are to fulfill the requirements of SB 397, provide County residents the ability to register on-line to vote in the November 2012 election, and increase voter participation.

APPROVAL OF COUNTY PARTICIPATION IN THE CALIFORNIA ON-LINE VOTER REGISTRATION
(COVR) PROJECT

CA 12-03

	<p>PROJECT ORGANIZATION:</p> <p>The Project Sponsor is Dean Logan. From a technical perspective, the project team will be led by the Manager of the Network and Voter Information Systems Division. The manager will be backed-up by the Head of the Information and Voter Registration System Section.</p> <hr/> <p>PERFORMANCE METRICS:</p> <p>Prior to implementation, RR/CC will be heavily involved in testing the interfaces and related system functionality. After implementation, RR/CC will track the number of residents that use the on-line voter registration functionality to validate its projections.</p> <hr/> <p>STRATEGIC AND BUSINESS ALIGNMENT:</p> <p>This project is consistent with the Department's objectives to increase voter registration and consistent with the County and CIO's strategic direction to conduct business electronically.</p> <hr/> <p>PROJECT APPROACH:</p> <p>This project will entail implementing interfaces and additional functionality to RR/CC's Election Management System (EMS), which is maintained and supported by DIMS.</p> <hr/> <p>ALTERNATIVES ANALYZED:</p> <p>Because this project requires enhancements to the existing voting system, no other alternatives were analyzed.</p>
<p>Technical analysis</p>	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The proposed interactive on-line voter registration system will allow residents, with a valid California Driver's License or California ID (CDL/ID), to submit a voter registration application on-line via the SOS Internet Web application. The SOS will validate the CDL/ID submitted by the applicants and capture the digitized signature on file with the Department of Motor Vehicles (DMV). This project would require the DMV and SOS to develop a process and the infrastructure to allow electronic copies of the applicants' signatures and other required information to be transferred to the SOS and to the County's EMS. Under its delegated authority, RR/CC will prepare an addendum to the existing County DIMS Contract (Agreement 76010) that will allow DIMS to do the necessary work to complete the necessary enhancements and interface with the SOS.</p>

APPROVAL OF COUNTY PARTICIPATION IN THE CALIFORNIA ON-LINE VOTER REGISTRATION
(COVR) PROJECT

CA 12-03

Financial analysis

BUDGET:

Contract costs

One-time costs:

Hardware.....	\$ N/A
Software.....	\$ N/A
Services	\$ \$270,873

Ongoing annual costs:

Hardware.....	\$ N/A
Software.....	\$ N/A
Services	\$ N/A
Sub-total Contract costs:	\$ \$270,873

Other County costs:

One-time costs:

Hardware	\$ N/A
Software.....	\$ N/A
Services (ISD)	\$ N/A
County staff (existing)	\$ N/A
County staff (net new)	\$ N/A
Sub-total one-time County costs:	\$ N/A

Ongoing annual costs:

Hardware.....	\$ N/A
Software.....	\$ N/A
Services (ISD).....	\$ N/A
Services (Contractor)	\$ N/A
County staff (existing)	\$ N/A
County staff (net new)	\$ N/A
Sub-total ongoing County costs:	\$ N/A

Total one-time costs: \$ \$270,873

Total ongoing annual costs: \$ N/A

No Net County Cost is required for this project. The funds from the SOS will be passed through RR/CC to DIMS to cover the costs related to the enhancements to EMS. Funding from the SOS will be provided through HAVA funds, which are Federal funds.

Risk analysis

RISK MITIGATION:

1. The primary technical risks in this project are related to the interfaces that must be developed between the SOS and DMV and SOS and DIMS. A detailed test plan will be developed to ensure that these interfaces are working correctly prior to going live with this solution.
2. The County's Chief Information Security Officer reviewed this Project and did not identify any security risks or issues.

APPROVAL OF COUNTY PARTICIPATION IN THE CALIFORNIA ON-LINE VOTER REGISTRATION
(COVR) PROJECT

CA 12-03

CIO Approval

PREPARED BY:

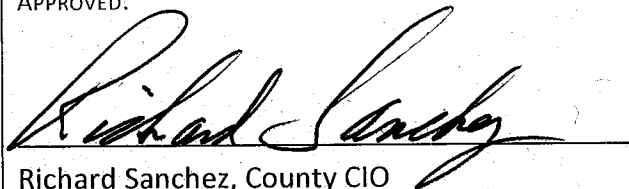
Henry Balta

Name, Sr. Associate CIO

3/28/12

Date

APPROVED:



Richard Sanchez, County CIO

4-3-12

Date

Please contact the Office of the CIO (213-253-5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>

ATTACHMENT I

State of California Standard Agreement Number 11S52062

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

11S52062

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Secretary of State

CONTRACTOR'S NAME

Los Angeles County

2. The term of this Agreement is: March 1, 2012 or upon approval by Dept. of General Services, if required, whichever is later through July 1, 2012

3. The maximum amount of this Agreement is: \$ 270,873.00
Two hundred seventy thousand eight hundred seventy-three dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work 7 page(s)

☐ Exhibit A -1 page(s)

Exhibit B - Budget Detail and Payment Provisions 2 page(s)

☐ Exhibit B -1 page(s)

Exhibit C* - General Terms and Conditions

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 5 page(s)☐ Exhibit - D* Special Terms and Conditions

Exhibit E - Additional Provisions page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

PO Box 1024
Norwalk, CA 90651-1024**STATE OF CALIFORNIA**

AGENCY NAME

Secretary of State

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Dora Mejia, Chief, Management Services

ADDRESS

1500 11th Street
Sacramento, CA 95814**California Department of General
Services Use Only**☒ Exempt per: EC 2196(f)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Background

The purpose of Agreement is to provide the County of Los Angeles ("County") with federal funds ("HAVA funds"), CFDA Number 39.011, administered by the U.S. Elections Administration Commission (EAC) to assist the County in, or reimburse the County for, complying with the requirements of the Help America Vote Act of 2002 (P.L. 107-252) ("HAVA"), subject to the provisions of Agreement and all requirements of state and federal law, regulations and procedures, for the California Online Voter Registration (COVR) project.

The goal of the COVR project is to improve the administration of California elections by developing and implementing online voter registration for Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) voters and other California citizens in time for the 2012 General Election.

The Legislature originally authorized online voter registration to coincide with the rollout of a new statewide voter registration database in 2015. However, SB 397 (Yee), Chapter 561, Statutes of 2011, passed the Legislature in September 2011 and was signed by Governor Brown on October 7, 2011, authorizing the SOS to begin online voter registration as early as 2012.

The purpose of the COVR Project is to provide online voter registration, as authorized by SB 397. The COVR Project involves creating an interactive voter registration website to serve military and overseas citizens and other California citizens. The website will include key questions from the Federal Postcard Application (FPCA) for military and overseas voters, so that UOCAVA voters can both register to vote and request a special absentee ballot online. The California Secretary of State (SOS) and the Department of Motor Vehicles (DMV) will create a process and an infrastructure between the SOS and the DMV to match records and transfer signature images from the DMV to the SOS for voters who register to vote online. County election management system (EMS) vendors will modify their systems and deploy upgrades for all California counties to receive online voter registration data from the SOS.

This scope of work is intended to identify the deliverables the counties must complete (through the counties' EMS) to become part of a statewide online voter registration system. The project is intended to fulfill the requirements of SB 397. The SOS will, using a grant provided by the Federal Voting Assistance Program (FVAP) and Help America Vote Act (HAVA) Section 101 funds to create an interactive online voter registration system that will allow eligible Californians with a valid California driver's license or California ID (CDL/ID) to submit a voter registration application online via the SOS Internet web application.

Applicants will be required to enter required data, including a CDL/ID, date of birth (DOB), and last four digits of the social security number (SSN4). The CDL/ID, DOB and SSN4 will be matched against the DMV database, and, if a single match is found, the digitized signature will be captured by the system; and the entire record will be electronically delivered to the appropriate county. Voter registration data submitted via the SOS Internet web application that does not yield a single match of a voter registrant's CDL/ID verified by the DMV database, including those instances where a voter registrant does not provide a CDL/ID to be matched, will be captured by the online voter registration system; and the entire record will be electronically delivered to the appropriate county. Voter registration data that does not include a verified CDL/ID and a digitized signature image will be used by the appropriate county to process the voter registration data when the voter provides the required manual (wet) signature by printing the otherwise completed voter registration affidavit, signing it and mailing it to the appropriate county.

The SOS will create all connections and interfaces necessary to validate the CDL/ID submitted by voter registration applicants and capture the digitized signature on file with the DMV, which process and infrastructure must be developed and completed in order for the counties' EMS vendor to interface with

EXHIBIT A
(Standard Agreement)

the SOS system. The counties will direct all those interested in using the online voter registration system to the SOS website that will contain the web application to register to vote online.

The county EMS must be able to import the online voter registration data, including a digitized signature image and all the required fields needed to register to vote, in a way that makes the data to register a person to vote usable by the county, assign the person to a voting precinct, and to perform all other EMS functions that use a registered voter's data, including but not limited to, issuing a ballot, recording whether the voter is a first-time voter, designating the voter as a military or overseas civilian voter, and, later, recording voter history, among other things.

2. Project Requirements

The task of creating an integrated state/local online voter registration system that allows eligible Californians to register to vote or re-register to vote, including modifying an existing registration record, as provided by SB 397 (Yee, 2011) (California Elections Code section 2196, as amended) shall be completed as follows:

The County shall contract with its election management system (EMS) vendor to implement the modifications as necessary in this agreement. The County shall make all reasonable efforts to ensure that its EMS vendor complies with the requirements set forth herein. Notwithstanding the above, County shall not be liable for its EMS vendor's failure to accomplish any or all of the deliverables required of this agreement and nothing in this agreement is intended to create such liability against the County.

The County, through its EMS vendor, shall on or before July 1, 2012:

Make the necessary modifications to the county EMS to bring the EMS into compliance with State and Federal laws and regulations applicable to voter registration and online voter registration through an EMS interface with an intranet accessible secure web service created by the Secretary of State (SOS).

The SOS Internet web application will create the ability for a voter registrant to provide all required data necessary to register to vote, including the registrant's current, valid California driver's license or California identification card number (CDL/ID). An image of the registrant's digitized signature will be obtained by the SOS through an SOS interface with the DMV for registrants with a current, valid CDL/ID to validate the ability of the registrant to register to vote online. Voters that do not possess a current, valid CDL/ID card will be notified by the SOS Internet web application that the voter registration process cannot be completed online. There may also be additional circumstances under which a CDL/ID provided by a registrant does not yield a single match against DMV records. Those voter registrants who are unable to complete the voter registration process online, for any reason, will be directed to print, sign and mail the otherwise completed voter registration affidavit to the appropriate county for additional processing to complete the voter registration process.

The County EMS modification will allow the County EMS to import, capture, store, display and otherwise make available to the County the signature images obtained through an SOS interface with the DMV and the other data necessary to register to vote online provided by registrants through the SOS Internet web application, and provided by the SOS to the County. The County EMS modification will ensure that the data necessary to complete online registration shall be usable and available to the County for all election purposes for which this information is utilized pursuant to State and Federal laws, including but not limited to, contacting the voter, as necessary, issuing voter notification cards, assigning voters to a voting precinct, mailing sample ballots, issuing vote-by-mail ballots, recording voter history and maintaining the voter file.

The EMS modification will allow the County to:

EXHIBIT A
(Standard Agreement)

- Automatically collect continuously updated online voter registration data from the SOS via a secure web service hosted in the SOS wide area network
- Update the voter registration records maintained by the County
- Import, capture, and store the electronic data provided by the SOS into the County EMS
- Display and otherwise make available to the County the electronic data provided by the SOS
- Perform federally required assignment of a unique identifier based on a current, valid driver's license number or California ID number; or a partial Social Security number; or a county-generated unique identifier for the registered voter pursuant to applicable provisions of regulations governing the operation of the statewide voter registration database (California Code of Regulations, Title 2, Division 7, Chapter 2, sections 20108 – 20108.80).
- Perform the necessary verification steps for online voter registration data provided by the SOS to the County, including duplicate registration, felon status and death records checks.
- Verify, as necessary, data that has been imported, captured and stored in the County EMS.
- Complete all necessary steps for the voter registration process, including mailing of voter notification cards and notifying the State of voter registration changes.
- Conduct, as necessary, data validation and present exceptions if there are problems importing the data, including problems with address and other data standardization.
- Ensure the security and integrity of the data.
- Gather and analyze data on the number and characteristics of online voter registrants, including whether online voter registrants are military personnel or overseas voters temporarily residing outside the United States, and whether online registration data received represents a new voter registration or a re-registration of an existing voter.
- Produce other statistical reports necessary for determining the utilization, effectiveness and efficiency of online voter registration, including providing statistical data necessary to complete the biennial Election Day Survey conducted by the federal U.S. Election Assistance Commission.

The EMS vendor will provide training and necessary documentation to the County and to other counties for which it serves as EMS vendor to ensure that the EMS, as modified, is fully functional and can be utilized by the County for all required purposes.

The EMS modification shall not limit or eliminate the ability of the EMS to continue to function as a part of the integrated state/local voter registration system that complies with the United States Department of Justice (US DOJ) Memorandum of Agreement (MOA) executed between the SOS and US DOJ on November 2, 2005, and implementing regulations (CA Code of Regulations, Title 2, Div 7, sections 20108 – 20108.80), or limit or eliminate the ability of the EMS to comply with State and Federal law.

EXHIBIT A
(Standard Agreement)

A. ALL PARTIES AGREE AS FOLLOWS:

1. EMS Modification for all Counties Served by the EMS Vendor. The purpose of this contract is for the County to meet the requirements of this agreement through its EMS vendor as a prototype of a fully integrated component of a state/local online voter registration system, as specified. The EMS vendor shall, following acceptance by the County and the SOS of the deliverables required for implementation, modify the EMS of all other counties served by the EMS vendor so that each county is a fully integrated component of the state/local online voter registration system, as specified. This contract represents the total payment by the State to the County, which will then pay the EMS vendor. The compensation represented in this contract includes the cost for EMS modification in all counties served by the EMS vendor, as specified, by July 1, 2012.
2. Acceptance of work. Since the County's EMS must meet the requirements of SB 397 (Yee, 2011) (California Elections Code section 2196, as amended) to become a fully integrated component of a state/local online voter registration system, the County will be the judge of the acceptability of all work performed and all work products provided by the EMS vendor, but only after confirming acceptance with the SOS by submitting the following statement certifying that the EMS meets the requirements as set forth in the Statement of Work provided above:

"The County hereby certifies that it has performed necessary testing to determine that the (EMS name), as modified, fully complies with the conditions provided for in (SOS-county contract name) to allow the County and other counties served by (EMS name) as named in this contract can become fully integrated into a statewide voter registration system, as provided for in SB 397 and as further defined in (SOS-county contract name).
Date, signature."

The SOS will review the certification for completeness to confirm that the County meets the requirements of SB 397 and can be deemed a fully integrated component of a state/local online voter registration system. The SOS contact for approval shall be Chris Maio (916) 653-7835.

In the event the EMS has not met the requirements of SB 397, the SOS shall notify the County in writing within five (5) business days of any compliance problems, identifying inadequacies and/or failures of the EMS to meet the requirements. The County will have ten (10) business days to respond. SOS will, within five (5) days after receipt of the County's detailed explanation and/or proposed corrective action plan, notify the County in writing whether it accepts or rejects the explanation and/or plan. If the SOS rejects the explanation and/or plan, the County will have ten (10) business days to respond. The SOS shall, within (3) business days of receipt of a revised corrective action plan, notify the County in writing whether it accepts or rejects the revised corrective action plan proposed by the County. To the extent that more time is required to address inadequacies and/or failures of the EMS to meet the requirements, additional time may be allotted for this process upon mutual agreement of SOS and the County.

3. Following implementation of the EMS modification as specified in this agreement, the County agrees to provide information and data to the SOS on the following:
 - Any interruptions of service, malfunctions or limitations on the EMS modification that limit the ability of the County EMS to serve as a fully integrated component of a state/local online voter registration system, as specified.

EXHIBIT A
(Standard Agreement)

- The number and characteristics of voters using the online voter registration system, including whether the registrants are military or civilian voters who reside outside the United States; and the number of new registrations and the number of re-registrations.
- Other statistical reports necessary for determining the utilization, effectiveness and efficiency of online voter registration, including providing statistical data necessary to complete the biennial Election Day Survey conducted by the federal U.S. Election Assistance Commission and data necessary to report results to the Federal Voting Assistance Program (FVAP) pursuant to the SOS competitive grant agreement with FVAP. Data required to be gathered and reported pursuant to the competitive grant agreement with FVAP will answer the following questions:

B. FVAP – REPORT REQUIREMENTS:

Following the November 2012 election, the SOS will prepare, with cooperation from California counties, a final report to FVAP on the COVR project including the data elements below.

FVAP Data Collection Point Reporting Requirements:

1. How many total registered voters in your jurisdiction?
2. How many total registered UOCAVA voters in your jurisdiction?
3. How many total Federal Post Card Applications did you receive (before and after the 45-day deadline) by the following modes of submission?
 - a. Postal Mail, Fax, or E-mail
 - b. Online submission
4. How many total UOCAVA registrations did you reject?
5. How many total UOCAVA registrations did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
6. How many UOCAVA ballots were cast?
7. How many UOCAVA ballots were returned as undeliverable?
8. How many UOCAVA ballots were rejected because they were received after the ballot receipt deadline?
9. How many total regular absentee ballots were sent?
10. How many regular absentee ballots were cast?
11. How many regular absentee ballots were rejected?
12. How many regular absentee ballots were rejected because they were received after the ballot receipt deadline?
13. Please provide a comparative analysis of ballot rejections of UOCAVA ballots vs. non-UOCAVA ballots, before and after the implementation of the California Online Voter Registration project. (narrative and supporting raw data, including rejection rates for UOCAVA and non-UOCAVA ballots in the November 2008 General Election compared to rejection rates for UOCAVA and non-UOCAVA ballots in the 2012 November General Election)
14. Please provide a summary of the comments that you receive from users.

Online Voter Registration:

- a. Number of UOCAVA voters registered before use of this product.
- b. Number of new registrations?
- c. How many new military registrations?
- d. How many new overseas registrations?
- e. How many rejected?
- f. How many non UOCAVA registrations?

EXHIBIT A
(Standard Agreement)

3. Data Sharing

- A. Information sharing. County and SOS shall share information as necessary to verify the accuracy of information in the current SOS Voter List or subsequently provided by voter registration applicants for inclusion in the Voter List. All information shared under this Agreement shall be in accordance with State Administrative Manual (SAM) Sections 5320 through 5320.5 and Sections 5335.1 through 5335.2 inclusive.
- B. Confidentiality Requirements. Information maintained by County and SOS is confidential and exempt from disclosure to the extent allowed under the provisions of the California Public Records Act (Government Code Sections 6250 through 6265 inclusive); the California Elections Code (Elections Code Section 2194); and other applicable state and/or federal laws. Breach of security of personal information may result in a notice-triggering event under Civil Code Sections 1798.29 and 1798.3. Personal information includes specific items or personal information (name plus Social Security Number or driver's license/California identification number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. SOS shall not be held liable for any breach of County systems that result in the release of any information provided by SOS. County shall not be held liable for any breach of SOS systems that result in the release of any confidential information.
- C. Validation and Matching. The information provided to the SOS by the County under this Agreement may also be used for validation and matching purposes related to the confirmation of data for the purposes of voter registration.

4. Use of Funds

SOS will reimburse the County with federal funds, for work related to contract deliverables for the online voter registration project described above, to modify the County EMS (*called DIMS-Net for Los Angeles County*), developed, modified and supported by the County EMS, not to exceed the aggregate amount listed in this contract. It is anticipated work will be accomplished no later than July 1, 2012.

The DIMS-Net currently stores 50.69% of the statewide registered voters. The counties that will be covered by the online voter registration modifications as described above include:

Alameda; Del Norte; El Dorado; Glenn; Imperial; Kings; Los Angeles; Mendocino; Monterey; Nevada; San Benito; San Bernardino; San Diego; San Luis Obispo; Siskiyou; Solano; Stanislaus; Tuolumne; and Yolo (19) (with 50.69% of state's registered voters)

5. Project Contacts

The project representatives during the term of this agreement will be:

State Agency: Secretary of State	County: Los Angeles County
Name: Jason Heyes	Name: Dean Logan
Phone: (916) 653-6113	Phone: (562) 462-2785

EXHIBIT A
(Standard Agreement)

Direct all contract related inquiries to:

State Agency: Secretary of State	County: Los Angeles County
Section/Unit: Contracts Services	Section/Unit:
Attention:	Attention: Dean Logan
Address: 1500 11th Street, Sacramento CA 95814	Address: P O Box 1024 Norwalk, CA 90651-1024
Phone: (916) 653-5974	Phone: (562) 462-2785
Fax: (916) 653-8324	Fax: (562) 929-4790
Email: contractservices@sos.ca.gov	Email: dlogan@rrcc.lacounty.gov

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the SOS agrees to compensate the County for actual expenditures incurred in accordance with the rates specified herein, which are attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate to:

Secretary of State
Attn: Accounts Payable
P O Box 944260
Sacramento, CA 94244-2600

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program; this Agreement shall be of no further force and effect. In this event, the SOS shall have no liability to pay any funds whatsoever to the County or to furnish any other considerations under this Agreement and the County shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the SOS shall have the option to either cancel this Agreement with no liability occurring to the SOS, or offer an agreement amendment to the County to reflect the reduced amount.

3. Federal Funds

- A. It is mutually understood between the County and SOS that this Agreement may have been written for the mutual benefit of both the County and SOS before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if the United States Government for the fiscal years 11/12 and 12/13 for the purpose of this program makes sufficient funds available to the SOS. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The County and SOS mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The SOS has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

EXHIBIT B
(Standard Agreement)

4. Contract Budget Details

This is a deliverable based agreement. Upon SOS acceptance of the system in accordance with Exhibit A - Scope of Work, Section 2.A.2, the County will be paid as a single deliverable.

Total Agreement budget shall not exceed \$ 270,873.00

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site:

<http://www.ols.dgs.ca.gov/Standard+Language>.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Amendments

The Secretary of State (SOS) reserves the right to amend the scope of work, increase the cost and/or extend the term of the agreement, based upon the SOS's need for completion of services and will be based on the original rate received and identified in the contract.

2. Debarment and Suspension

Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at www.epls.gov.

3. Indemnification and Hold Harmless Clause

SOS agrees to indemnify and hold harmless the County, its officers, employees, and representatives from and against any liability, losses, costs, damages, or expenses (including but not limited to attorney fees) resulting from any claims arising from the performance of this agreement, including but not limited to any and all liability, damages, costs, expenses, or attorney fees resulting from a breach of the security of the system as defined in the California Information Practices Act (IPA; Civil Code Sec. 1798 et seq.) unless such damages are determined to be the result solely of the negligence of the County, its officers, employees, or representatives.

4. Security Breach Notification

In accordance with Civil Code section 1798.29, SOS shall be responsible for sending out any and all notifications to individuals whose personal information is breached as defined in the IPA. SOS shall bear all costs and expenses associated with sending out any such notices, and will strictly comply with the requirements of Civil Code section 1798.29. In the event, SOS fails to send out the requisite notices, the County in its sole discretion may notify all affected individuals, and SOS shall bear all costs and expenses arising from any notifications sent out by the County.

5. Audit for use of Federal Funds

Any recipient of federal funds must agree to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors.

EXHIBIT D
(Standard Agreement)

6. Application Of Federal Office of Management and Budget (OMB) Circulars

OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), OMB Circular A-87 and 41 CFR 105-71 ("Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" [also known as the "Common Rule"], incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>.

7. Termination

This Agreement may be cancelled with (30) days written notification.

8. Auditing

- A. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. The CFDA Number for this contract is 39.011. Any HAVA funds made under this program may be audited by any designee of the Secretary of State. Accordingly, all documents and electronic files must be produced upon request by the auditors. The audit may include a review of all books, papers, accounts, documents, or other records of the County as they relate to any HAVA funds. Upon written notice of an audit, the County shall make the records available to the auditor. The County shall also provide access to all employees having knowledge of the HAVA expenditures to assist the auditor. The County shall provide a copy of any document, paper, or electronic record requested by the auditor;
- B. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), OMB Circular A-87, and 41 CFR 105-71 ("Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" [also known as the "Common Rule"]) incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>;
- C. The County shall maintain records in a manner that:
 - 1. Accurately reflects fiscal transactions with necessary controls and safeguards;
 - 2. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
 - 3. Provides accounting data so the costs can readily be determined throughout Agreement period.
- D. Records shall be maintained for three years after termination of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;
- E. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
- F. The County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;

EXHIBIT D
(Standard Agreement)

- G. The County shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

9. Other Provisions

- A. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA Section 101, for federal fiscal years.
- B. HAVA funds can only be used for the purposes for which the HAVA funds are made;
- C. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E Item 2, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. The County is to submit agreement signed by each employee of contractor's firm who worked for the County pursuant to this Agreement with the County's first invoice.
- D. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at http://www.osc.gov/documents/hatchact/ha_sta.pdf;
- E. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;
- F. The County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;
- G. Nothing contained in Agreement or otherwise, shall create any contractual relation between the SOS and any subcontractor or vendor, and no subcontractor shall relieve the County of its responsibilities and obligations hereunder. The County agrees to be as fully responsible to SOS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the County. The County's obligation to pay its subcontractors is an independent obligation from the SOS's obligation to make payments to the County. As a result, SOS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of the County;
- H. Pursuant to federal law, as a component of the procurement process, the County must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list.

10. Dispute

Any dispute of fact arising under the terms of this Agreement which is not resolved within a reasonable period of time as defined by SOS or the County, shall be brought to the attention of the Chief Executive

**EXHIBIT D
(Standard Agreement)**

Officer (or designative representative) of each organization for joint resolution. If agreement cannot be reached through the application of high-level management attention, either party may assert its rights and remedies under this Agreement.

In the event of a dispute, the County will continue without delay to carry out all of the responsibilities under this Agreement that are not affected by the dispute.

11. Incompatible Activities

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office, is as follows:

- A. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
- B. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
- C. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
- D. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
- E. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
- F. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
- G. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of

EXHIBIT D
(Standard Agreement)

State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

- H. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
- I. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
- J. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
- K. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to your supervisor or contract manager.